

**REQUEST FOR PROPOSAL**

**RFP NUMBER: DRCP-18-2390**

**DATE ISSUED: JAN 25, 2018**

**The Ohio Department of Rehabilitation and Correction (ODRC)  
Bureau of Community Sanctions (BCS) is  
Requesting Proposals for:**

**Community Transitional Housing Program:  
Transitional Housing for Offenders Released from ODRC**

**INQUIRY PERIOD BEGINS: JAN 25, 2018**

**INQUIRY PERIOD ENDS: MAR 16, 2018**

**PROPOSAL DUE DATE: MAR 26, 2018 12:00pm EST**

**OPENING TIME: 12:00 PM Eastern Standard Time**

**OPENING LOCATION: Ohio Department of Rehabilitation and  
Correction  
770 West Broad Street, 4<sup>th</sup> Floor  
Columbus OH 43222**

**ATTN: Speranca Szana, Contract Administration**

**This Request for Proposal (RFP) consists of Five (5) Parts and Four (4) Attachments. Please verify that you have a complete copy.**

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## PART ONE: EXECUTIVE SUMMARY

### I. Purpose

The Ohio Department of Rehabilitation and Correction (ODRC) through the Bureau of Community Sanctions (BCS) within the Division of Parole and Community Services (DPCS) is seeking competitive sealed Proposals (hereinafter referred to as "Proposal") from organizations to provide transitional housing for offenders released from ODRC correctional facilities. If an acceptable Proposal is submitted in response to this Request For Proposal ("RFP"), the ODRC may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform the Project. This RFP provides details on what is required to submit a Proposal for the Work, how BCS will evaluate the Proposals and what will be required of the Contractor in Performing the Work.

This RFP provides details on what is required to submit a Proposal, the evaluation process, and what will be required of the Offeror who executes a Contract (hereinafter referred to as "Contractor").

The initial term of the Contract is from the Contract effective date, which is when the Contract is signed by the ODRC and the Offeror through June 30, 2019 with Four (4) One-year renewals by mutual agreement.

### II. Calendar of Events:

The following schedule is given to assist Offerors in responding to this RFP:

RFP Issued:	January 25, 2018
Inquiry Period Begins:	January 25, 2018
Inquiry Period Ends:	March 16, 2018
Proposal Due Date:	March 26, 2018, 12:00PM EST
Tentative Contract Award Notification:	May 14, 2018

Proposals received after 12:00PM on the due date will not be evaluated.

### III. Structure of RFP

This RFP is organized into Five (5) parts and Four (4) attachments.

Part One:	Executive Summary
Part Two:	General Instructions
Part Three:	Work Requirements
Part Four:	Evaluation of Proposals
Part Five:	Award of the Contract

Attachment 1	Service Contract
Attachment 2	Offeror Profile
Attachment 3	Declaration Statement
Attachment 4	Cost Summary Sheet

### IV. Background

In Calendar Year 2016, ODRC released 15,761 offenders from prison that were placed under the supervision of the Adult Parole Authority. In Fiscal Year 2017, BCS placed 6,335 offenders released from prison into halfway houses, independent housing and permanent supportive housing that were under the supervision of the Adult Parole Authority. Additionally, BCS placed 3958 offenders from prison into halfway houses to participate in the Transitional Control program.

Currently BCS contracts with 11 halfway house agencies, 9 independent housing agencies and provides grant funds that are sub-contracted to 5 permanent supportive housing agencies. These 25 agencies provide residential services to offenders released from ODRC correctional facilities and are located in 19 counties across the state of Ohio.

Due to legal requirements, each year offenders are released from ODRC prisons homeless as they do not qualify for other ODRC contracted residential services. This RFP seeks organizations willing to provide temporary transitional housing to this population.

**V. Objective**

The objective of this RFP is to contract with organizations that can provide transitional housing and housing support services to adult offenders released from ODRC correctional facilities in a monitored environment that allows for residents to live independently. The target population for this housing opportunity is offenders released from an ODRC correctional facility under the supervision of Parole, Post-Release Control, who do not have an acceptable home/family placement. The Community Transitional Housing Program (CTHP) is intended as transitional housing until the offender obtains employment or other stable income and appropriate housing. It is estimated that some offenders may reside in the transitional housing for up to nine (9) months prior to establishing other permanent housing. Other offenders may obtain permanent housing in as few as three months. There is no minimum or maximum length of stay. ODRC will evaluate each case independently to determine if the offender requires more time in the CTHP facility.

BCS is targeting certain areas of the state to provide housing based on the number of homeless offenders returning to various communities over the past fiscal year. These target areas are a guide to Offeror's in understanding where in the state the need exists for transitional housing based on the prior year's data. The counties and numbers listed below are to be used as a guide and are not defined boundaries or definitive number of beds to be funded when evaluating Proposals. BCS is committed to providing contracts in as many geographic locations as possible. BCS may also contract for fewer beds than the bed numbers listed below.

It should also be noted that the predominate need is for male offenders. Offeror's may indicate their ability to provide female beds for BCS to consider.

Male Beds: 165 Total Beds

1. 36 beds serving the Southwestern Ohio area. Offenders over the past year returned to the following counties in this target area: Hamilton, Butler, Clermont, Warren, Greene, Montgomery, Clark, and Miami county area.
2. 21 beds serving the Northwestern Ohio area. Offenders over the past year returned to the following counties in the target area: Allen, Lucas, and Wood.
3. 36 beds serving the Central Ohio area. Offenders over the past year returned to the following counties in the target area: Franklin, Marion, Richland, Delaware, and Licking.
4. 60 beds serving the Northeastern Ohio area. Offenders over the past year returned to the following counties in the target area: Cuyahoga, Lake, Ashtabula, Lorain, Mahoning, Portage, Stark, Summit, and Trumbull.
5. 12 beds serving the Southeastern Ohio area. Offenders over the past year returned to the following counties in this target area: Athens, Washington, Muskingum, Ross, and Scioto.

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## PART TWO: GENERAL INSTRUCTIONS

### I. Contacts

The following section provides details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

The following Project Representative will represent ODRC/BCS during the Proposal process and will be the primary contact:

**Name:** Christopher Galli, Chief, Bureau of Community Sanctions  
**Institution:** Operation Support Center  
**Address:** 770 West Broad Street, Columbus OH 43222  
**Phone:** 614-722-1188  
**Email:** Christopher.Galli@odrc.state.oh.us

ODRC/BCS will designate the Contract Monitor in writing at the time the contract is awarded.

**By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.**

The ODRC/BCS is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in this RFP.

### II. Inquiries/Clarifications

Offerors may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Timeframe Requirements. To make an inquiry, Offerors must use the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Quick Links Menu on the right, select "Bid Opportunities Search"
3. In the "Document/Bid Number" field, enter the RFP number found on the first page of this RFP. (RFP Numbers begin with DRCP followed by a number);
4. Click "Search" button.
5. On the Opportunity Search Results page, click on the hyperlinked Document/Bid Number.
6. On the Opportunity Search Detail page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:
  - a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
  - b. Name of the prospective Offeror.
  - c. Representative's business phone number.
  - d. Representative's e-mail address.
8. Type the inquiry in the space provided including:
  - a. A reference to the relevant part of this RFP.
  - b. The heading for the provision under question.
  - c. The page number of the RFP where the provision can be found.
9. Enter the Confirmation Number at the bottom of the page
10. Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question nor will they receive notification when the question has been answered.

Offerors may view inquiries using the following process:

1. Access the State Procurement web site at <http://www.ohio.gov/procure>;
2. From the "Quick Links menu on the right, select "Bid Opportunities Search".
3. In the "Document/Bid Number" field, enter the RFP number found on the first page of this RFP.
4. Enter the RFP Number found on Page 1 of the document (RFP Numbers begin with DRCP followed by a number);

5. Click the "Search" button;
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

The ODRC/BCS will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. But the ODRC/BCS will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Inquiries and or requests for clarification about a specific portion of this RFP must reference the relevant part of this RFP and include the provision heading with the RFP page number. The inquiry must contain the name of the prospective Offeror, and prospective Offeror's representative who should receive the response, including the representative's business telephone and email address.

Offerors are to base their RFP responses, and the details and prices of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, ODRC/BCS will use its discretion in deciding whether to provide answers as part of this RFP process.

Offerors who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with ODRC/BCS staff or any other agency of the State to discuss the Proposal may result in the Offeror being deemed not responsive.

ODRC/BCS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

### III. Recruitment

Offerors shall not attempt to recruit an employee, subcontractor, or agent of any current service provider while that person is engaged in providing services at an ODRC/BCS facility. Offerors who attempt to make such contacts may be deemed not responsive.

### IV. Proposal Submission Requirement

Each Offeror must submit **four (4) complete, sealed, and signed** copies of its Proposal, with the outside of the envelope(s) clearly marked:

**"DRCP-18-2390 Community Transitional Housing Program"**

Proposals are due no later than the Proposal due date, at 12:00 PM. Proposals submitted by email or fax are not acceptable and will not be considered. Proposal envelopes should be addressed as follows:

**Ohio Department of Rehabilitation and Correction  
Contract Administration  
770 West Broad Street, 4th Floor  
Columbus OH 43222  
Attn: Speranca Szana**

The ODRC Contract Representative shall reject any Proposals or unauthorized Proposal amendments submitted after the Proposal Due Date. Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once the Proposal Due Date has passed, Proposals cannot be altered, except as allowed by this RFP.

All Proposals and other submitted material shall be the property of the ODRC and shall not be returned. The Offeror should not include proprietary information in a Proposal because the ODRC maintains the right to use any materials or ideas submitted without compensation to the Offeror. Additionally, all Proposals will be open to the public after Contract award.

The ODRC will retain a copy of all Proposals received as part of the Contract file for the term of the Contract. After the state-scheduled retention period, the ODRC Contract Representative may return, destroy, or otherwise dispose of the Proposals and copies.

**V. Proposal Instructions**

The ODRC requires clear and concise Proposals, and Offerors should take care to completely answer questions and meet the RFP's requirements. Proposals must demonstrate an understanding of the requirements and show experience providing like services and the ability to meet the service requirements.

The requirements for the Proposal's contents and formatting are contained in Part Four of this RFP. Any Offeror shall submit only one Proposal.

Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered on page 8, Proposal Format of this RFP.

The ODRC will not be liable for any costs incurred by any Offeror in responding to this RFP, even if the ODRC does not award a Contract through this process. The ODRC may decide not to award a Contract for the Project. It may also cancel this RFP and Contract for the Project through some other process or by issuing another RFP.

**VI. Waiver of Defects**

The ODRC has the right to waive any defects in any Proposal or in the submission process followed by an Offeror, but the ODRC will only do so if it believes that it is in the ODRC's best interests and will not cause any material inequity to other Offerors.

**VII. Amendments to Proposals**

Amendments or withdrawals of Proposals are allowed until 12:00 p.m. Eastern Standard Time on the Proposal Due Date. No amendments or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

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## PART THREE: WORK REQUIREMENTS

### I. SCOPE OF SERVICES

It will be the Contractor's obligation to ensure that the staff the Contractor provides to fulfill the Contract is qualified to perform the services requested by this RFP.

This RFP is to solicit proposals for the requested services to the ODRC/BCS. The Contractor will provide Community Transitional Housing Program (CTHP) for ODRC released offenders. The successful proposal will form the basis of a contract for such services, and be the minimum acceptable standard expected of the contractor throughout the term of the contract.

It is the intent of the ODRC/BCS to acquire a complete and operational program for these requested services. The Contractor's proposal shall include any incidental items omitted from these specifications in order to deliver a working program and be in compliance with the specifications and requirements of this RFP. **All staff, supplies, materials, and other required components of this RFP must be included in the Per Diem Rate as set forth in Attachment Four.**

#### Proposal Format

Each Proposal must include sufficient data to allow the evaluation team to verify the total cost for the Contractor to provide services and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response, if a detailed plan has been requested, and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following, in this order and must be typed:

1. Cover Letter
2. Letter of commitment to provide the service from any proposed employees and/or sub-contractors
3. Offeror Profile Summary, (Attachment Two)
4. Completed & Signed Declaration Statements, (Attachment Three)
5. Work Plan:
  - A. Scope of Work;
  - B. Potential Problem Areas;
  - C. Staffing Plan; and
  - D. Project Management Methodologies
6. Payment Address
7. Cost Summary
8. Completed W-9 IRS Form
9. Statement of Services and Locations

1. **Cover Letter.** The Offeror must include a standard business letter signed by an individual authorized to legally bind the Offeror. The Offeror must be engaged in the business of providing the same or similar services as requested in this RFP. The letter must also include the following:

#### Minimum Required Response:

- a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. The name, address, telephone number, and fax number of a project representative who has authority to answer questions regarding the Proposal;
- c. A list of all sub-contractors, if any, that the Offeror will use to provide services;

- d. A statement that the Offeror's Proposal meets all the requirements of this RFP.
- e. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under ORC 9.24, prior to the award of a Contract arising out of this RFP, without notifying ODRC/BCS of such finding.

2. **Letter of Commitment from sub-contractors.** For each proposed sub-contractor, the Offeror must attach a letter from each of them, signed by them or someone authorized to legally bind them, and must include the following information:

**Minimum Required Response:**

- a. The sub-contractor's legal status, federal tax identification number, and principal place of business address;
- b. The name, address, and phone number of someone who is authorized to legally bind them to contractual obligations;
- c. A description of the services that the person will provide;
- d. A statement that the Offeror is solely responsible for any payments made to them;
- e. A commitment to provide services at the specified site if the Offeror is selected;
- f. A non-discrimination statement;
- d. Information on any previous project partnering between the two organizations; and
- e. A statement that they have read and understood the RFP and will comply with the requirements of the RFP.

3. **Offeror Profile Summary.** Using the form provided in Attachment Two which may be reproduced as needed, the Offeror must provide a five-year (5) history of all contracts, for which the Offeror is providing, or has provided under any previous corporate name or identity, services similar to those requested in this RFP. The evaluation team will consider an Offeror's years of experience in providing services similar to those in this RFP, as a scored criterion in the evaluation process as set forth in Part Five of this RFP.

4. **Completed and Signed Declaration Statements**

Offerors who seek to be considered for an award of the Contract must submit a signed copy of Attachment Three, which contains the following:

- a. Statement of Compliance;
- b. Location of Services / Off-Shore / I-9 Certification;
- c. Contract Performance;
- d. Conflict of Interest; and
- e. Purchase Contract Compliance

5. **Work Plan.** The Offeror must respond to and demonstrate an understanding of and an agreement with each service requirement. The Offeror must fully describe the Offeror's approach, method of delivery, and specific steps for providing each of the services. The Offeror must make this description as complete and as detailed as possible and indicate which services will be performed by the Contractor and which services will be performed by a sub-contractor.

**A. Scope of Work**

This section describes the Project and the expectations to complete the Project satisfactorily. It also describes what the Offeror must deliver as part of the completed Project (the "Deliverables").

**DELIVERABLES:** The Offeror must provide and perform all services as identified in accordance with all licensing standards as required in Administrative Rule 5120:1-3-05 and Administrative Rule 5120:1-3-07. Each facility shall be licensed by BCS prior to housing any offender. The selected Contractor must utilize qualified personnel that are able to perform the work required and specified in this RFP.

All operating expenses associated with the management maintenance, including without limitation, the Offeror's service fees, mortgage or lease, salaries, wages, prevailing wages, payroll taxes, benefits, materials, equipment, tools, parts, supplies, preventative and remedial maintenance contracts and insurance must be included within the per diem rate in the cost portion of the Proposal.

Offerors should respond completely and clearly to all requirements. Offerors should address and definitively describe, in as much detail as possible, how it proposes to satisfy each of the areas of responsibility represented in this RFP.

At a minimum, within its proposed Work Plan, the Offeror must identify and clearly describe how it will deliver the following items:

1. Provide transitional housing for offenders referred by the Department of Rehabilitation and Correction. Housing must be properly zoned to house and serve the intended population, according to all local zoning ordinances and requirements. The Offeror must provide documentation the agency has secured the proposed facility either through a deed to the property or a lease agreement. The lease must be effective prior to May 11, 2018 and have a term that extends beyond June 30, 2019. **A letter of understanding between the Offeror and the owner of the property indicating that lease terms are being negotiated for the specific property is sufficient at the time submission for this RFP. However, if the Offeror cannot produce a signed lease prior to May 11, 2018, their proposal will be disqualified.**
2. Facilities will have controlled access to buildings with staff or other means to monitor ingress/egress and deter undesirable persons (e.g., prostitutes, drug dealers) from entering the building 24 hours a day. Facilities shall monitor doors for ingress/egress by video and retain footage of video for a minimum of 60 days.
3. ODRC prefers offenders have their own living space to duplicate as much as possible independent living conditions (e.g., more similar to a college dormitory or rooming house than to a prison dormitory or homeless shelter). ODRC also prefers multiple smaller capacity sites that will house four to six offenders each as opposed to one large building concentrating a larger number of offenders. Facilities that can only provide prison/homeless shelter dormitory style living shall be restricted to 12 or fewer per dorm and no more than 24 residents per facility. The facility shall also be equipped with a telephone for the offender's occasional use (e.g., call for transportation, appointments etc.).
4. If the facility will house residents other than those referred by the Ohio Department of Rehabilitation and Correction for placement in the Community Transitional Housing Program, Offeror will ensure there is no contact or intermingling of the offenders referred for placement with other residents at the facility.
5. Provide opportunity for offenders to prepare their own meals and a location to store and secure their own foodstuffs.
6. Provide housing support services such as community resource management and house rule enforcement to offenders as needed.
  - a. Housing support services staff will communicate with Adult Parole Authority (APA) staff, providing information such as, observation of offender behavior, positive and negative; and offender attendance or non-attendance at scheduled programming. All programming must be approved in conjunction with the offender's parole officer.
  - b. The Offeror shall not discharge an offender from the facility without notifying the ODRC supervising authority prior to release.
7. Offender participation in religious, political activities or programs must be voluntary on the part of the offender and must be previously approved by the offender's parole officer.
8. Treat offenders with dignity and respect.

9. Offer must accept ANY offender referred to the facility by ODRC if it has a contracted opening in the facility. This includes offenders of all risk levels and offenses, including those required to register as sex offenders, arsonist, or any other registration type required by law. This also includes violent offenders, offenders with mental health issues, and mobility-impaired offenders.
  - a. ODRC agrees not to refer offenders who require significant medical needs, supervision or services.
10. Offeror must permit sex offenders to be housed in the Community Transition Housing Program. Offeror must provide documentation its facility meets State requirements of being located more than 1,000 feet from any school premises, pre-school or child day-care center premises. Documentation must also be submitted that verifies facility meets any additional restrictions mandated by local ordinances on where sex offenders or other registered offenders are prohibited from residing (some localities exceed State requirements).
11. Offeror will provide documentation of acknowledgement for the Community Transitional Housing Program facility by local elected officials, law enforcement and community members living in the neighborhood where the proposed facility is to be located. (Examples of persons from which to gain documented acknowledgement include city council members, mayor, county commissioners, Sheriff's department, police chief, neighborhood association, ministerial association, etc.).
12. Opening a residential facility for adult offenders -- finding a site/location that is acceptable (the hardest things to do with facilities like this).
13. Monitoring the whereabouts of offenders.
14. Establishing working relationships, agreements or contracts with community social service agencies (such as, substance abuse treatment providers, community mental health providers, employment services, etc.).
15. The Offeror shall receive compensation for the first and second payment, which each equal one-fourth of the total Contract at the dates listed in the payment table on page 14 of this RFP. Throughout the Contract term, ODRC will review Offeror's monthly invoiced expenses for services rendered. If prior to the third payment, the Offeror is determined by the ODRC to have fallen below 95% utilization of the total Contract amount based upon the number of beds utilized per day in prior months' invoices and validation reports, compensation amounts for the third and fourth payments may be adjusted accordingly via an amendment to the Contract to recoup overpayment.
16. Compliance with all of the terms and conditions of this Contract by the Offeror is a condition precedent to payment for any services rendered under this Contract. The Offeror shall submit to ODRC's Assistant Chief of the Bureau of Community Sanctions an accurate monthly validation report, signed by the Offeror's Agency director or designee. The Offeror shall complete the reports and submit them in such manner as may be required by the ODRC.
17. Timely completion and submission of an ODRC Management Information System (CCIS-Web) Intake and Termination Report for each eligible offender accepted into the facility.
18. Upon request, provide the ODRC's Assistant Chief of the Bureau of Community Sanctions, an accurate snapshot account of the total beds occupied and or unoccupied.

**GENERAL REQUIREMENTS:** The Contractor agrees to meet or exceed all standards, regulations, laws and ordinances as adopted by federal, state and local authorities. These

laws and ordinances must include, but not be limited to, any governing body under which the State may operate now or in the future.

PROGRAM REQUIREMENTS – LICENSING STANDARDS (A.R. 5120:1-3-07):

1. The licensed agency shall have a policy and procedure/operation manual that is accessible to all employees and volunteers. The manual shall include:
  - Fiscal management;
  - Personnel;
  - Intake;
  - Housing support services – Contractor shall implement a housekeeping and maintenance plan and the facility shall be maintained in a clean manner and in good repair.
  - Resident rules and regulations, which shall be readily available to all residents;
  - Resident grievance and appeal process policy; and
  - Resident case records.
2. The licensed agency shall meet all legal requirements of the governmental jurisdiction in which the licensed agency is located. The documentation for this standard shall include copies of all annual local licensing and inspection certificates indicating conformance to all local fire, health, building, and zoning regulations.
3. The licensed agency shall correctly complete and enter all required intake/termination fields on the management information system authorized by the department of rehabilitation and correction (community corrections information system: CCIS-Web) within fourteen days after intake and termination.
4. The licensed agency shall notify the offender of available housing support services.
5. The licensed agency shall establish a staffing pattern that ensures that staff will be available to assist and monitor offenders as needed.
6. The licensed agency shall establish a means of limiting ingress into the facility.
7. The licensed agency shall have written emergency plans that are received and updated annually. Plans shall be communicated to all employees and residents and be conspicuously posted in the facility. Emergency fire and disaster drills shall be conducted on a regular basis and documented.
8. Any unusual incidents shall be reported to the assistant chief or designee of community residential services and the supervising authority within twenty-four hours or the next business day after the incident. A copy of the incident report shall be maintained in the resident record.
9. The licensed agency shall maintain the following records for each offender residing in the facility:
  - a. Intake and termination forms;
  - b. A signed copy of resident rules and regulations;
  - c. Referral forms;
  - d. Case management notes as appropriate;
  - e. Unusual incident reports as appropriate; and
  - f. Grievance forms.
10. The licensed agency shall be a legal entity or part of a legal entity according to the provisions of Chapter 1702 of the Revised Code. The agency shall have a copy of the following items:

- a. Articles of incorporation or constitution;
  - b. By-laws;
  - c. Federal tax identification number; and
  - d. A current list of the board of directors, their occupations, and addresses.
11. The licensed agency shall implement procedures to ensure that all prospective employees and volunteers obtain a local police criminal record check and provide this information to the licensed agency prior to beginning employment. The retention of an employee or use of a volunteer shall be contingent upon a statewide criminal record check being completed within ninety days after the date of hire. The agency director shall review all record check results to determine compliance with agency hiring practices. All record checks shall be maintained in the employee's personnel file.
  12. The licensed agency shall implement a policy and procedure that prohibits any offender from being assigned to a position of authority over any other offender. Prohibited assignments include, but are not limited to, performing or assisting in any security duties or providing offender services such as commissary or telephone calls.

**B. Potential Problem Areas**

The Offeror must identify and discuss any potential problem areas and recommend solutions for those identified problem areas.

**C. Staffing Plan**

The Offeror must provide a description of a staffing plan that demonstrates an understanding of the above-stated scope of work. Each of the Offeror's proposed candidates must meet all of the applicable technical experience. The staffing plan should indicate how the Offeror intends to conduct the three documented checks on the facility per day and how overnight monitoring will be conducted.

A detailed discussion is mandatory and responses to the following questions must be integrated into the Staff Plan:

1. What are Offeror's plans for staff coverage in the event of a sudden staff vacancy?
2. How would Offeror cover vacancies due to vacation or extended illness?
3. Provide a schedule when services will be provided. (See Attachment 5.)

**D. Project Management Methodology.** The Management Plan must be as complete as possible at the time of submission. It must contain the following:

1. Describe the Offeror's proposed organization(s) and management structure responsible for fulfilling the Contractor's requirements and provide a proposed table of organization.
2. Does the Offeror have an Ohio office? Where?
3. If the Offeror chooses to use any sub-contractors, describe Offeror's approach to effectively manage its sub-contractors.

**6. Payment Address.** The Offeror must provide an address for contract payment in exchange for contract services.

**7. Cost Summary.** Using the form provided as Attachment Four, Offerors must indicate the cost in the form of a daily comprehensive rate (per diem). Offerors may not reformat this form. Reformatting may result in the rejection of the Offeror's Proposal.

**ODRC/BCS will not be liable for any costs the Offeror does not include in Attachment Four.**

Cost Summary: Offerors shall provide a thorough cost summary including site location, start-up costs, if applicable, proposed per diem rate and the number of proposed beds at each site location. All costs for performing the entire Work as outlined in Scope of Work must be included in the per diem rate listed in the cost proposal including ancillary costs.

Site Location: List the address of the proposed CTHP. Should the Offerors propose multiple sites a cost summary must be submitted for each site location.

Start Up Costs: In order to enable effective and timely initiation of the Program, ODRC is willing to reimburse the Provider for reasonably and directly related, one-time “startup” costs to provide the appropriate beds/environment to meet the needs of this Program. The Provider may bid a price for this “startup” cost that will be one-time payment and a part of the initial contract. However, the DRC reserves the right to reject any portion of the “startup” costs that is not reasonably or directly related to meeting the needs of this Program. Reasonable or direct costs mainly include, but are not limited to, buying beds with frames, mattresses, blankets, and pillows, furnishings, and equipment. **Payroll costs are not part of “startup” costs.**

Per Diem Costs: The Offeror must provide a proposed Per Diem cost (daily cost per person). The total per diem costs may include, but are not limited to: staff salaries and fringe benefits, utilities, lease, mortgage, insurance, maintenance and repair, materials, supplies, equipment, taxes, etc. The payments for the Project cannot exceed the total operating costs of the Community Transitional Housing Program during the term of the Contract. (NOTE: Offeror is not permitted to benefit financially from offender’s personal funds or resources while being paid by BCS for offender housing (e.g., food stamps, Medicaid, etc.).

ODRC’s highest contracted per diem rate for residential services is \$85.00/day. However, that rate includes 24/7 staffing, specific treatment and programmatic curriculums and three meals a day per offender. Those services and staffing levels are **not required** for this RFP. If the Offeror submits a per diem above \$85.00/day, the Offeror must include specific justification as to why they require a per diem above this rate.

Number of Beds: The Offer must also provide the number of beds proposed at each site location.

The successful Offeror shall prepare and submit an accurate monthly validation report and invoice for services on a monthly basis, however payments shall be made based upon the schedule below. The schedule is for the convenience of the contractor and represents lump sum payments based upon their fee for services rendered. Payment will be made upon receipt of proper, correct invoices and documentation of completion of work, in compliance with O.R.C. 126.30.

Payment:

Number of payments – Four (4) First two (2) payments are equal to half the total contract amount; remaining payments to be paid based upon utilization expectations	
1st payment - May/June 2018	¼ of total contract amount
2nd payment – September 2018	¼ of total contract amount
3rd payment – January 2019	¼ of total contract amount or adjusted amount based upon utilization from prior 6 months
4th payment – April 2019	¼ of total contract amount or adjusted amount based upon utilization

8. **W-9 Form.** The Offeror must complete a W-9 form in its entirety. At least one original W-9 form must be submitted, **completed in blue, not black, ink.** All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the cover letter, which Proposal is the original. The W-9 form may be accessed and downloaded at the following website: <http://www.irs.gov/faqs/faq12-5.html>

## PART FOUR: EVALUATION OF PROPOSALS AND CONTRACT AWARD

### I. EVALUATION OF PROPOSALS AND CONTRACT AWARD

#### A. Rejection of Proposals

ODRC/BCS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that ODRC/BCS believes is excessive in price or otherwise not in its interests to consider or accept. Additionally, ODRC/BCS may cancel this RFP, reject all the Proposals, and seek services through a new RFP or other means.

#### B. Evaluation of Proposals Generally

The evaluation process may consist of up to five distinct phases:

1. Initial Review
2. The Evaluation Team's Evaluation of the Proposals
3. Offeror's Performance History with Other Jurisdictions
4. Request for More Information (Interviews, Presentations, and/or Demonstrations)
5. Contract Negotiations

It is within the purview of the evaluation team to decide whether phases four and five are necessary. The team has the right to eliminate or add phases if the team believes doing so will improve the evaluation process

#### C. Clarifications & Corrections

During the evaluation process, the evaluation team may request clarifications from any Offeror under consideration and may give any Offeror the opportunity to correct defects in its Proposal if ODRC/BCS believes doing so does not result in an unfair advantage for the Offeror and it is in ODRC/BCS's interests.

During the evaluation process, unless clarifying information is requested by ODRC/BCS as part of the evaluation process, any attempt on the part of the Offeror, the Offeror's agent(s), or any party representing the Offeror, to submit correspondence that is determined by ODRC/BCS to be an attempt to compromise the impartiality of the evaluation, or any attempt on the part of the Offeror to communicate with any member of the State regarding the evaluation process may be grounds for immediate disqualification of the Offeror.

#### D. Initial Review

The ODRC/BCS will review all Proposals for their format and completeness. The ODRC/BCS may reject any incomplete or incorrectly formatted Proposal, though they may also elect to waive any immaterial defects or allow an Offeror to submit a correction.

#### E. Team Review of the Proposals

Each member of the evaluation team will evaluate and numerically score each Proposal forwarded to it. The evaluation will be according to the criteria contained in PART FIVE of the RFP. The evaluation team has a right to break these criteria into components and weight any components of a criterion according to their perceived importance. The evaluation team will then meet and review each Offeror's scores and come to an agreement on a consensus score.

The evaluation team may also have the Proposals or portions of them reviewed and evaluated by independent third parties or other State personnel with technical or professional experience that relates to the scope of work or to a criterion in the evaluation process. The evaluation team may also seek reviews of end users of the scope of work or the advice or evaluations of other State teams that have subject matter expertise or an interest in the scope of work. In seeking such reviews, evaluations and advice, the evaluation team will first decide, in writing, how to incorporate the results in the numerical scoring of the Proposals. The evaluation team may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. Those Offerors submitting the highest rated Proposals may be scheduled for the next phase. The number of Proposals forwarded

to the next phase will be within the evaluation team's discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from this phase. At any time during this phase, the evaluation team may ask an Offeror to correct, revise, or clarify any portions of its Proposal.

The evaluation team will document all major decisions in writing and make these a part of the contract file along with the evaluation results for each Proposal considered.

Once the technical merits of a Proposal are considered, as described Part Five of this RFP, the costs of that Proposal will be considered. But it is within the evaluation team's discretion to wait to factor in a Proposal's costs until after any interviews, presentations and discussions are held. Also, before evaluating the technical merits of the Proposals, the evaluation team may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. The evaluation team may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The evaluation team will then divide the Offeror's total cost as set forth in Attachment Four for the relevant scope of work by the Proposal's totaled score based on the points received from the evaluation of the Proposal's technical merits. One or more of the Proposals will then be selected for further consideration in the next phase of the evaluation process. The Proposal(s) selected to be considered in the next phase would always be the highest-ranking Proposal(s) based on this analysis. That is, the evaluation team may not move a lower ranking Proposal to the next phase unless all Proposals that rank above it are also moved to the next phase, excluding any Proposals that the evaluation team disqualifies because of excessive cost or other reasons. Alternatively, if there is to be no more phases because the evaluation team feels they are unnecessary or inappropriate, the Proposal with the lowest cost per point ratio will be awarded the Contract.

If the evaluation team finds that one or more Proposals should be given further consideration, the evaluation team may select one or more of the highest-ranking Proposals to move to the next phase. The evaluation team may alternatively choose to bypass any or all-subsequent phases and make an award based solely on the evaluation phase.

This RFP asks for responses and submissions from Offerors, most of which represent components of Part Seven: Proposal Evaluation Criteria. The value assigned to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

**F. Offeror's Performance History with Other Jurisdictions**

Offeror must provide a list of all contracts performed within the past five years, for which the Offeror is providing, or has provided under any previous corporate name or identity, similar services. Using the form provided as Attachment Two, Offeror Profile Summary, Offerors must identify three references from previous contracts of similar size and complexity to the scope of this RFP. A reference check questionnaire will be sent to the three references. If the Offeror has previous experience with ODRC/BCS, the ODRC/BCS will complete the questionnaire based on the Offeror's performance history. The ODRC/BCS questionnaire will count as one of the three required reference checks.

The evaluation team will consider an Offeror's past performance as a scored criterion in the evaluation process. The questionnaire point total will be used to determine the Contract Performance score.

**G. Interviews, Presentations and Demonstrations**

The evaluation team may require an Offeror to interview with the evaluation team regarding their Proposal. Such presentation, demonstrations, and interviews provide the Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the RFP content. These presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the evaluation team. This phase of the evaluation is not an opportunity for the Offeror to engage in any negotiations over the form of the Proposal or required scope of the work.

The evaluation team will not numerically rank interviews, demonstrations, and presentations. Rather, the evaluation team may decide to revise existing Proposal evaluations based on the interviews, demonstrations and presentations.

#### **H. Background Investigations and References**

All contractor personnel must pass a background investigation conducted by ODRC/BCS as a requisite under this contract. ODRC/BCS will conduct a computerized check through a national database and with applicable Ohio licensing agencies. The cost of this investigation will not be the responsibility of the Offeror.

The reference check will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance, including, but not limited to, its performance with other local, state and federal entities. ODRC/BCS reserves the right to check references other than those provided in the Offeror's Proposal. ODRC/BCS may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.

#### **I. Financial Ability**

The evaluation team may insist that an Offeror submit financial documents for the past three years if the evaluation team is concerned that an Offeror may not have the financial ability to carry out the Contract. This is not an essential element of the initial evaluation phase, but may be requested at any time. If the evaluation team finds that the Offeror's financial ability is not adequate, they may reject the Bid despite its other merits.

#### **J. Contract Negotiations**

The final phase of the evaluation process may be contract negotiations. The evaluation team will schedule all negotiations. The selected Offeror(s) must negotiate in good faith. The evaluation team may conduct negotiations with any Offeror who submits a competitive Proposal, but the evaluation team may limit discussions to specific aspects of the RFP. Neither the Team, nor an Offeror, may disclose to another Offeror, its costs or any other material information derived from competing Proposals. The Offeror as described below will reduce any oral modification of a Proposal to writing.

It is entirely within the discretion of the evaluation team whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The evaluation team is free to limit negotiations to particular aspects of any Proposal, to limit the potential contractors with whom the evaluation team wants to negotiate, or to dispense with negotiations entirely. The evaluation team will normally negotiate to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, the evaluation team may negotiate with the next Offeror in ranking. Alternatively, the team may decide that it is in the interests of ODRC/BCS to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining potential contractors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of ODRC/BCS to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the Evaluation Team will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

ODRC/BCS may disqualify from consideration any Offeror that seeks to gain access to the contents of another Offeror's Proposal.

Any negotiated changes will be reduced to writing and become part of the contract file open to public inspection. The Offeror will submit a signed, written notice of change to the evaluation team within five business days. If the evaluation team accepts the change, the team will give the Offeror written notice of the team's acceptance. The negotiated changes to the successful Proposal will become a part of the Contract.

**K. Failure to Negotiate**

If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, ODRC/BCS may terminate negotiations with that Offeror.

**L. Contract Award**

The contract will be awarded to the Offeror whose Proposal is the lowest cost per point ratio to the ODRC/BCS. ODRC/BCS plans to award the Contract no later than the date specified in PART TWO of this RFP, if ODRC/BCS decides the Contract is in its best interests and has not changed the award date.

In awarding the Contract, ODRC/BCS will issue an award letter to the selected Contractor. The Contract will not be binding on ODRC/BCS until the ODRC/BCS's duly authorized representatives sign the Contract, the ODRC/BCS issues a purchase order and all other prerequisites identified in the Contract have occurred. The selected Bidder will receive an executed copy of the contract.

**M. Contract**

If this RFP results in a Contract award, the Contract will include this RFP, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. These contract elements will be attached and incorporated into the standard ODRC/BCS Service Contract (see Attachment One). The Contract may also include any materials incorporated by reference in the above documents. The general terms and conditions for the Contract are contained in the Service Contract attachment to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's Proposal, as amended; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

Notwithstanding the order listed above, any amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

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**PART FIVE: PROPOSAL EVALUATION CRITERIA**  
**Community Transitional Housing Program: Transitional Housing for Offenders**

**Proposal Evaluation Criteria.**

Determining the Offeror’s ability to meet the minimum requirements is the first step of the ODRC/BCS evaluation process. The Offeror must demonstrate to ODRC/BCS it meets all minimum requirements listed in the Mandatory Requirements section (Table 1). The Offeror’s response to the minimum requirements must be clearly labeled “Mandatory Requirements” and collectively contained in Tab 1 of the Offeror’s Proposal in the “Cover Letter and Mandatory Requirements” section. (Refer to Attachment Two of the RFP document for additional instructions).

ODRC/BCS will evaluate Tab 1, alone, to determine whether the Proposal meets all Mandatory Requirements. If the information contained in Tab 1 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by ODRC/BCS and will not evaluate any other portion of the Proposal.

TABLE 1 – MANDATORY PROPOSAL REQUIREMENTS

<b>Mandatory Requirements</b>	<b>Accept</b>	<b>Reject</b>
1. The Offeror must clearly demonstrate it has, at minimum, one (1) year experience in providing housing or residential services to adult offenders.		
2. The Offeror and all staff employed by the Offeror that will work on this Project, may not be under the supervision of any Federal, State, or County Court.		
3. The Offeror provided documentation the agency has secured the proposed facility either through a deed to the property or a lease. The lease must be effective prior to May 11, 2018 and have a term that extends beyond June 30, 2019. A letter of understanding between the Offeror and the owner of the property indicating that lease terms are being negotiated for the specific property is sufficient at the time submission for this RFP. However, if the Offeror cannot produce a signed lease prior to May 11, 2018, their proposal will be disqualified.		
4. The Offeror must include three (3) letters of acknowledgement from local elected officials, law enforcement and community members/associations where the Proposed Community Transitional Housing Program(s) will be located.		

If ODRC/BCS receives no Proposals meeting all of the mandatory requirements, ODRC/BCS may elect to cancel this RFP.

PROPOSAL EVALUATION CRITERIA: If the Offeror provides sufficient information to BCS, in Tab 1, of its Proposal, demonstrating it meets the mandatory requirements, the Offeror’s Proposal will be included in the next part of the evaluation process which involves the scoring of the Proposal. In the Proposal evaluation phase, BCS rates the Proposals submitted in response to this RFP based on the following listed criteria and the weight assigned to each criterion.

SCORING BREAKDOWN: The scale below (0-5) will be used to rate each proposal on the criteria listed in the Proposal Evaluation Table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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BCS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror’s total score. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

**TABLE 2 – PROPOSAL EVALUATION**

<b>Offeror Profile</b>	<b>Weight</b>	<b>Rating (0=Does not Meet to 5=Strong)</b>	<b>Extended Score</b>
1. The Offeror demonstrates in its Cover Letter, an overall understanding of the Work required and standards expected.	10		
2. The Offeror shall demonstrate that within the past five (5) years it has successfully provided housing or residential services to adult offenders for a minimum of one year.	25		
3. The Offeror must demonstrate it has sufficient resources and experience to meet the requirements of the Project. Document it has adequate resources to develop quality deliverables in the allowable timeframe.	25		
4. Offeror is a current contract provider in good standing.	10		

<b>Offeror Letters of Acknowledgement</b>	<b>Weight</b>	<b>Rating (0=Does not Meet to 5=Strong)</b>	<b>Extended Score</b>
The Offeror shall provide a minimum of three (3) letters of acknowledgement from the areas of local elected officials, law enforcement and community members/associations where the Proposed Community Transitional Housing Program(s) will be located.	30		

<b>Site</b>	<b>Weight</b>	<b>Rating (0=Does not Meet to 5=Strong)</b>	<b>Extended Score</b>
1. Proximity to services provided by community resources.	10		
2. Established relationships with community resources.	15		
3. Proximity to public transportation/transportation provided by Offeror.	10		
4. Provides access for offenders to washers and dryers either on-site or in close proximity to facility.	10		
5. Documentation of proper zoning and occupancy permit.	35		
6. Facility conforms to all local annual inspections, licenses and certifications related to health, fire and safety requirements.	30		
7. Facility ready for habitation or will be ready in order to meet established timeframe to begin Project.	25		
8. Number of residents per living space (i.e. sleeping area).	20		
9. Number and gender of offenders the facility can house in relation to BCS targeted needs.	10		
10. Adequacy of number of showers, sinks and toilets in relation to number of offenders the facility will house.	10		
11. Adequate resources for offenders to store and cook foodstuffs.	10		
12. Facility access limited and monitored.	40		
13. Facility handicap accessible.	10		

Staffing Plan/Project Management	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
1. Demonstrate sufficient staffing including coverage plans for sudden staff vacancy and experience to administer this Project.	40		
2. Staffing plan includes housing support services staff.	20		
3. Staffing plan includes overnight monitoring.	25		
4. Staffing plan includes 3 daily documented checks at facility.	20		
5. Hiring practices include background checks for all staff and volunteers.	10		
6. Management structure includes Table of Organization.	10		
7. Approach to effectively manage sub-contractors included.	10		
8. Does the Offeror have an Ohio office?	10		

Work Plan	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
1. Offenders referred by DRC for housing will be adequately separated from any other populations housed within facility.	20		
2. Ability to admit any and all types of offenders referred for housing by DRC.	60		
3. If Offeror plans to serve sex offenders; documentation facility meets state and local requirements of exclusion zones prohibiting residency of sex offenders.	60		
4. Offeror has adequate policies and procedures addressing all required areas in Administrative Rule 5120:1-3-07.	10		
5. Documentation of emergency plans.	20		

Cost Summary	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
Proposed Per Diem Rate – Is justification provided, if rate is above \$85.00/day?	60		

**Total Score:** \_\_\_\_\_

In this RFP, BCS asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal(s) is the most advantageous to the State in relation to other Proposals BCS received.

Once the merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within BCS' discretion to wait to factor in a Proposal's cost until after any interviews, presentations, demonstrations, site visits or discussions. Also, before evaluating the merits of the Proposals, BCS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. BCS may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

**REJECTION OF PROPOSALS:** BCS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP or that BCS believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, BCS may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or by other means.

**DISCLOSURE OF PROPOSAL CONTENTS:** BCS will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, BCS will seek to keep the contents of all Proposals confidential until the Contract is awarded. BCS will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

**ATTACHMENT ONE: SERVICE CONTRACT**

**FOR OFFICE USE ONLY:**

<b>Contract No.</b>	<b>Fund</b>	<b>ALI</b>
<b>Dept.</b>	<b>Program</b>	<b>OAKS Vendor ID No.</b>

**PURCHASE CONTRACT  
BETWEEN THE  
OHIO DEPARTMENT OF REHABILITATION AND CORRECTION -**

---

**And  
Contractor**

---

THIS AGREEMENT is made and entered into effective \_\_\_\_\_ by and between the Ohio Department of Rehabilitation and Correction, \_\_\_\_\_ (hereinafter collectively referred to as "Agency"), located at \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as "Contractor"), located at \_\_\_\_\_ (hereinafter referred to as "Contract").

**WHEREAS**, Agency desires to engage Contractor to \_\_\_\_\_

**WHEREAS**, pursuant to Section 5120.09 of the Ohio Revised Code, Agency may enter into agreements with contractors to effectuate the purposes for which Agency was created;

**WHEREAS**, Contractor desires to provide such services and/or such goods in accordance with the terms and conditions prescribed by Agency; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

**ARTICLE 1: NATURE OF CONTRACT**

- 1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Contract. It is specifically understood that the nature of the services and/or goods to be rendered under this Contract are of such a personal nature that Agency is the sole judge of the adequacy of such services and/or goods. Agency thus reserves the right to cancel this Contract should Agency at any time be dissatisfied with Contractor's performance of its duties under this Contract.
- 1.2 Agency enters into this Contract in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- 1.3 Contractor shall provide services and/or goods and Agency shall not hire, supervise, or pay any assistants to Contractor in its performance under this Contract. Agency shall not be required to provide any training to Contractor to enable it to provide services and/or goods required hereunder.

- 1.4 In the event of a cancellation by Agency, Contractor shall be reimbursed in accordance with Article 6, Termination of Contractor's Services and/or Goods. All provisions of this Contract relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.
- 1.5 Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to Agency's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Contract. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Agency or the State of Ohio.

## **ARTICLE 2: SCOPE OF SERVICES AND/OR GOODS**

- 2.1 If the purchase was not solicited, the Contractor shall provide

(If additional space is needed, then attach an additional page headed "Continuation of 2.1" which is attached hereto and incorporated herein.)

If solicited, the solicitation (number DRCP-18-2390) documents, which describe the goods and/or services to be provided and the payment terms which are attached hereto and incorporated herein.

- 2.2 The Contractor's Agency contact person for this Contract is \_\_\_\_\_ who is responsible for overseeing compliance of the terms and conditions of this Contract and must verify and account for expenditures of state funds resulting from Contractor's provision of services and/or goods.
- 2.3 Contractor shall not discuss or disclose with any non-party any information or material obtained pursuant to its obligations under this Contract without the prior written consent of Agency.
- 2.4 Due to institutional security requirements, available hours to provide services and/or goods may be limited by inmate availability. In that event, the Contractor and Agency will negotiate a mutually agreeable schedule to provide services and/or goods.

## **ARTICLE 3: TIME OF PERFORMANCE**

- 3.1 This Contract shall remain in effect until the work described in Article 2, Scope of Services and/or Goods, is completed to the satisfaction of Agency and until Contractor is paid in accordance with Article 4, Compensation, or until terminated as provided in Article 6, Termination of Contractor's Services and/or Goods, whichever is sooner.
- 3.2 As the current General Assembly cannot commit a future General Assembly to expenditure, this Contract shall expire on \_\_\_\_\_.  
  
Prior to expiration of the original term or any renewed term, Agency may renew this Contract on the same terms and conditions by giving notice as set forth in Article 18 of this Contract. Such renewal shall begin upon the expiration of the original term or any renewed term, as applicable, and expire as set forth in an Amendment to this Contract.
- 3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Contract would be contrary to the terms of Ohio Revised Code ("O.R.C.") Section 3517.13 (campaign contribution), O.R.C. Section 127.16 (controlling board), or O.R.C. Chapter 102 (public officers – ethics).

**ARTICLE 4: COMPENSATION**

- 4.1 Agency shall pay Contractor a per diem for each offender for every day an offender is housed at the Community Transitional Housing Program Facility. The per diem rate shall be \$\_\_\_\_\_ per offender.
- 4.2 The total amount due was computed according to the following payment schedule:

Number of payments – Four (4) First two (2) are equal to half the total contract amount; remaining payments to be paid on utilization expectations	
1st payment - May/June 2018	¼ of total contract amount
2nd payment – September 2018	¼ of total contract amount
3rd payment – January 2019	¼ of total contract amount or adjusted amount based upon utilization from prior 6 months
4th payment – April 2019	¼ of total contract amount or adjusted amount based upon utilization

- 4.3 Agency will pay the first two (2) payments at 1/4th the total contract amount for each payment. Then, the third and fourth payment shall be paid based upon the utilization rates established during the first half of the contract if utilization is less than 95% as described in item 15 on page 11.
- 4.4 Contractor shall submit an invoice for the compensation incurred consistent with Section 4.2 above, and each invoice shall contain a description of the services and/or goods provided and total amount due. Upon receipt and approval of the invoice by Agency, a voucher for payment shall be processed.
- 4.5 Invoice Requirements. The Contractor must submit an original invoice monthly with three copies (3) copies to the office designated in the purchase order as the “bill to” address.
- 4.6 Payment Due Date. Payments under this Contract will be made on the 30<sup>th</sup> calendar day after the later of the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.

**ARTICLE 5: CERTIFICATION OF FUNDS**

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Contract shall be binding on either party until all relevant statutory provisions of the O.R.C., including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Agency gives Contractor written notice that such funds have been made available to Agency by Agency’s funding source.

**ARTICLE 6: TERMINATION OF CONTRACTOR’S SERVICES AND/OR GOODS**

- 6.1 Agency may, at any time prior to the completion of services and/or delivery of all goods by Contractor under this Contract suspend or terminate this Contract with or without cause by giving written notice to Contractor.
- 6.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.
- 6.3 Contractor shall be paid for services and/or goods provided up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services and/or goods provided and hours worked. In the

event of suspension or termination, any payments made by Agency for which Contractor has not provided services and/or goods shall be refunded.

- 6.4 In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services and/or goods under this Contract. All such materials shall become and remain the properties of Agency, to be used in such manner and for such purpose as Agency may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
- 6.6 Contractor may terminate this Contract upon 90 days' prior written notice to Agency.
- 6.7 The Contractor and Agency may terminate this Contract upon mutual written agreement, within a mutually agreeable time period.
- 6.8 A Contractor who breaches this Contract or fails to perform on this Contract may be precluded from being awarded any subsequent contract for the same or similar services and/or goods for up to two (2) years after the termination of this Contract, for cause, by Agency.

#### **ARTICLE 7: RELATIONSHIP OF PARTIES**

- 7.1 Agency and Contractor agree that, during the term of this Contract, Contractor shall be engaged by Agency solely on an independent contractor basis, and Contractor shall therefore be responsible for all Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the work hereunder.
- 7.3 While Contractor shall be required to provide services and/or goods described hereunder for Agency during the term of this Contract, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Agency shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's provision of services and/or goods hereunder.
- 7.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 7.5 The Contractor will maintain any professional licensing required to fulfill the Contract.
- 7.6 The Contractor recognizes the security requirements for entering Agency's facilities and acknowledges receipt of the "Standards of Conduct for Contractor" (DRC 4376). The Contractor agrees to comply with these standards and with safety rules and procedures. Due to institutional security requirements, the Agency staff may require the Contractor to document when the Contractor or any subcontractor is on state property.
- 7.7 The Contractor understands and agrees that Agency expressly reserves the right to conduct a background investigation on the Contractor, subcontractor, assistants and any employee required to provide services and or goods. An unacceptable background history may, at Agency's discretion, be grounds to terminate the Contract or reject any unacceptable subcontractors or other individuals providing services and/or goods under the Contract.
- 7.8 Any misrepresentation or omission of a material fact concerning the Contractor's qualifications and fitness to provide services and/or goods under this Contract may be grounds for termination, as may be determined within the discretion of the Agency.

## **ARTICLE 8: RECORD KEEPING**

During performance of this Contract and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Contract and shall make such records available to Agency as Agency may reasonably require.

## **ARTICLE 9: RELATED AGREEMENTS**

- 9.1 The work contemplated in this Contract is to be performed by Contractor, who may subcontract without Agency's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services and/or goods described in Article II, Scope of Services and/or Goods, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Agency. All work subcontracted shall be at Contractor's expense.
- 9.2 Contractor shall bind its subcontractors to the terms of this Contract, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Agency to terms inconsistent with, or at variance from, this Contract.
- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of Agency, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 9.4 Contractor shall furnish to Agency a list of all subcontractors, their addresses, their principal location of business, tax identification numbers, and the dollar amount of each subcontract.

## **ARTICLE 10: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE**

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 10.3 All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

## **ARTICLE 11: NONDISCRIMINATION OF EMPLOYMENT**

- 11.1 Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.
- 11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, or disability.

- 11.3 The O.R.C. section 125.111 requires any Contractor doing business with the state of Ohio to maintain a written affirmative action program addressing employment practices. The law further requires that this plan be filed annually with the Department of Administrative Services, Equal Employment Opportunity Division.
- 11.4 Contractor and any subcontractor shall not engage in discriminatory employment practices. Contractor certifies that it and any subcontractor will comply with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices. Contractor and any subcontractor are encouraged to purchase goods and services from certified Minority Business Enterprise and Encouraging Diversity, Growth and Equity vendors.

**ARTICLE 12: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE**

- 12.1 Agency shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Contract. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by Agency shall be subject to copyright by Contractor in the United States or any other country.
- 12.2 Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

**ARTICLE 13: LIABILITY**

- 13.1 Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights and trademarks.
- 13.2 Contractor shall bear all costs associated with defending Agency and the state of Ohio against any claims.
- 13.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 13.4 Contractor agrees, at its own cost, to procure and continue in force at all times during the term of the Contract, general liability insurance with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio and the Ohio Department of Rehabilitation and Correction as an Additional Insured. The policy shall also be endorsed to include a waiver of subrogation and provide the state with thirty (30) day written notice of cancellation or expiration or material change. It is agreed that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. The state reserves the right to approve all policy deductibles, levels of self-insured retention, captive insurance programs and may require the Contractor to have their policy(s) endorsed to reflect per project/per location general aggregate limits. Such insurance shall be written by a company authorized to conduct such business in the State of Ohio, with at least an A- "Excellent" rating from A.M. best Company.

The requirement to procure general liability insurance may be reduced/waived/self-insured with the prior written consent of the Agency's Division of Legal Services since certain contractors have potentially less or no exposure in liability depending on the nature of their work under the Contract.

- 13.5 Contractor agrees, at its own cost, to maintain workers' compensation as required by Ohio law and in compliance with the Ohio Bureau of Workers' Compensation.

**ARTICLE 14: COMPLIANCE WITH LAWS**

Contractor, in the execution of duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

## **ARTICLE 15: DRUG FREE WORKPLACE**

Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

## **ARTICLE 16: CAMPAIGN CONTRIBUTIONS**

Contractor hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.

## **ARTICLE 17: ENTIRE AGREEMENT/WAIVER**

- 17.1 This Contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 17.2 This Contract supersedes any and all previous agreements, whether written or oral, between the parties.
- 17.3 A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

## **ARTICLE 18: NOTICES**

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

## **ARTICLE 19: HEADINGS**

The headings in this Contract have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Contract.

## **ARTICLE 20: SEVERABILITY**

The provisions of this Contract are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

## **ARTICLE 21: CONTROLLING LAW**

This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder.

## **ARTICLE 22: ASSIGNMENT AND DELEGATION**

The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

## **ARTICLE 23: FINDINGS FOR RECOVERY**

Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

#### **ARTICLE 24: DEBARMENT**

Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

#### **ARTICLE 25: FORCE MAJEURE**

If the Agency or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

#### **ARTICLE 26: "SWEATSHOP - FREE" PURCHASING**

Contractor certifies that all facilities used for the production of the goods or performances of services under this Contract are not sweatshops and are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all manufacturers, suppliers and/or subcontractors used by the Contractor in furnishing these goods or services.

If DAS receives a complaint alleging non-compliance with this "sweatshop-free" certification, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. If allegations are proven to be accurate, the Contractor will be advised by DAS of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Consequences for violating this certification may include, but are not limited to, cancellation of the contract, a finding by the Agency that the Contractor is not a responsible bidder or a determination that the Contractor is ineligible to receive future contract bid awards. Items that will be considered in an investigation include, but are not limited to standards of wages, occupational safety and work hours.

#### **ARTICLE 27: EXECUTIVE ORDER REQUIREMENTS**

The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as Attachment C which is attached hereto and incorporated herein.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

#### **ARTICLE 28: TERMINATION, SANCTION, DAMAGES**

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 25 percent of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

**ARTICLE 29: EXECUTION**

This Contract is not binding upon Agency unless executed in full.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed by their duly authorized officers, as of the day and year first written above.

Signature of Contractor:	
Printed Name of Contractor:	Date:

ATTESTATION: I hereby attest that there are sufficient funds available to cover the cost of this Contract:	
Fiscal Officer:	Date:
Warden/Program Manager/Department Head:	Date:

For **purchases of services only**, the following signatures are also required:

Program Administrator:	Date:
Legal Services:	Date:
Deputy Director, Administration:	Date:
Director, Ohio Department of Rehabilitation and Correction:	Date:

**ATTACHMENT TWO: OFFEROR PROFILE SUMMARY**

**OFFEROR ENTITY:** (Insert company name) \_\_\_\_\_

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

**ATTACHMENT THREE: DECLARATION STATEMENTS**

Failure to complete, and return with the Proposal, this declaration attachment may deem your Proposal non-responsive.

**A. STATEMENT OF COMPLIANCE**

*The Offeror will provide services that comply with all federal and Ohio laws, rules of the Ohio Administrative Code, ODRC/BCS security policies, and ODRC/BCS Management Audit Standards as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted.*

**B. LOCATION OF SERVICES/OFF-SHORE/I-9 CERTIFICATION**

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES:

List names of subcontractors who will be performing work under the Contract and locations where work will be performed or data will be stored:

_____	_____
_____	_____
_____	_____

The Offeror agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of ODRC/BCS. Any attempt by the Offeror/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of ODRC/BCS, will be deemed as a default. If a default should occur, ODRC/BCS will seek all legal remedies as set forth in the Terms and Conditions, which may include IMMEDIATE cancellation of the Contract.

Offeror affirms it shall not allow others to perform work or take data outside the United States without express authorization from the ODRC/BCS Project Representative.

Offeror affirms that all personnel provided for the contract, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents, and maintain records of such; and, also affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

Offeror agrees that it (and any personnel or sub-contractors provided for performance of this contract) is a separate and independent enterprise from the State of Ohio and the ODRC/BCS; and, that this contract does not constitute any joint employment relationship between the Offeror, and its representatives and the ODRC/BCS, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

**C. CONTRACT PERFORMANCE**

The Proposal must provide the following information for this section for the past five years. Please indicate yes or no in each column. If the answer to any item is yes, the Offeror must provide complete details about the matter on a separate page.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Proposal has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Proposal has been convicted of a felony or is currently under indictment on any felony charge.

**D. CONFLICT OF INTEREST**

Additional information regarding Conflict of Interest and Ethics Compliance, as it relates to award of this RFP, may be found in Attachment One, Article X.

The Offeror must include a statement indicating whether the Offeror, or any people that may work on the contract through the Offeror, have any possible conflict of interest, direct or indirect which is incompatible with the fulfillment of these services.

Provide statement regarding any potential Conflict of Interest:

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***While a yes answer to any of the items in the Contract Performance checklist or, inclusion of a statement of possible Conflict of Interest, will not automatically disqualify a Proposal from consideration, such an answer or statement and a review of the background details may result in a rejection of the Offeror's Proposal, at the sole discretion of the evaluation team.*** The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the project, and the best interests of the State.

**E. PURCHASE CONTRACT COMPLIANCE**

Offeror acknowledges to having read, understood, and agrees to the Purchase/Service Contract as set forth in Attachment One. Offeror is able to contractually comply with all the terms and conditions as set forth in that Purchase/Service Contract. If there are any such terms and conditions which Offeror is unable to contractually comply, the Offeror must provide a detailed statement (attached to Attachment One) as to the reason(s) such term(s) and condition(s) cannot be met.

I attest that I am a representative of the organization listed in this Proposal and have the authority to bind the Offeror to the aforementioned requirements.

Printed Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Organization: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT FOUR: COST SUMMARY**

Cost Summary: Offerors shall provide a thorough cost summary including site location, start-up costs, if applicable, proposed per diem rate and the number of proposed beds at each site location. All costs for performing the entire Work as outlined in Scope of Work must be included in the per diem rate listed in the cost proposal including ancillary costs.

For additional details, see "Payment" on page 14.

Start Up Costs: In order to enable effective and timely initiation of the Program, ODRC is willing to reimburse the Provider for reasonably and directly related, one-time "startup" costs to provide the appropriate beds/environment to meet the needs of this Program. Reasonable or direct costs mainly include, but are not limited to, buying beds with frames, mattresses, blankets, and pillows, furnishings, and equipment. **Payroll costs are not part of "startup" costs.**

Per Diem Costs: The Offeror must provide a proposed Per Diem cost (daily cost per person). The total per diem costs may include, but are not limited to: staff salaries and fringe benefits, utilities, lease, mortgage, insurance, maintenance and repair, materials, supplies, equipment, taxes, etc. T

Number of Beds: The Offer must also provide the number of beds proposed at each site location.

Site Location	
Start Up costs	
Per Diem	
Number of Beds available	
Justification of per diem rate – Only required for rates above \$85.00/day	

**I attest that I am a representative of the organization listed in this Proposal and have authority to bind the Offeror to provide the services indicated for the time period specified at the costs listed above.**

**Printed Name:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_